

AMENDMENT No. 5

to the

Contract Agreement No BIDSF-020-02-01-00

Substation Bystričany – transformation 400/110 kV, Substation Horná Ždaňa – enlargement, Substation Križovany – enlargement

Financed by

**Bohunice International Decommissioning Support Fund (BIDSF),
administered by the European Bank for Reconstruction and Development
(EBRD)**

This Amendment No. 5 to the Contract made between:

Slovenská elektrizačná prenosová sústava, a.s.

*Mlynské nivy 59/A,
824 84 Bratislava,
Slovak Republic*

IČO: 35 829 141
Tax-No.: 2020261342
VAT reg. No.: SK2020261342
Bank: Tatra banka, a.s., IBAN: SK30 1100 0000 0026 2019 1900
SWIFT: TATRSKBX
Statutory body: Board of Directors, represented by:
Ing. Peter Dovhun, Chairman of Board of Directors
Marián Širanec, MBA, Vice-chairman of Board of Directors
Registered: in the Commercial Register of Bratislava I District Court, Section:
Sa, Insert No.: 2906/B

Person responsible to negotiate the technical issues: Mr. Branislav Balko
Person responsible to negotiate the contractual issues: Mrs. Monika Božíková, the
successor of Mrs. Anna Szer

(hereinafter called "the Employer") of the one part

and

Association SPIE Elektrovod, a.s. – Alter Energo, a.s.

Head of the Association:
SPIE Elektrovod, a.s.
*Prievozská 4C,
824 66 Bratislava 26,
Slovak Republic*

IČO: 36 863 513
Tax-No.: 2022840127
VAT reg. No.: SK2022840127
Bank: Tatra banka, a.s., IBAN: SK26 1100 0000 0026 2004 0555
SWIFT: TATRSKBX
Statutory body: Board of Directors, represented by:
Ing. Jakub Kolesár, Member of Board of Directors
Ing. Karol Slaninka, Member of Board of Directors
Registered: in the Commercial Register of Bratislava I District Court, Section:
Sa, Insert No.: 5058/B

(hereinafter called "the Contractor") of the other part.
(the Employer and the Contractor shall be collectively referred to as "Parties")

Whereas:

- (A) The parties concluded a Contract under the name of "**Substation Bystričany – transformation 400/110 kV, Substation Ždaňa – enlargement, Substation Križovany - enlargement**" dated 6th February 2017, in the wording of the Amendment No. 1, dated 8th November 2017, Amendment No. 2, dated 30th April 2019, Amendment No. 3, dated 9th October 2019 and Amendment No. 4, dated 10th February 2020 ("the Contract");
- (B) The parties agreed that duties of the Engineer shall be exercised by the Employer;
- (C) The Employer has appointed Mr. Branislav Balko as a successor of Mr. Ľubomír Maco;
- (D) The Employer has appointed Mrs. Monika Božíková as a successor of Mrs. Anna Szer;
- (E) The necessary changes resulting from the above issues need to be incorporated into the Contract provisions.

The Employer and the Contractor agree to amend the Contract through the Amendment No. 5 as follows:

1. In this Amendment No. 5 words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. This Amendment No. 5 shall supersede the Amendment No. 4, Amendment No. 3, Amendment No. 2, Amendment No. 1 and the Contract Agreement.
3. The Contract Agreement, the following wording shall be deleted:

*"Person responsible to negotiate the technical issues: Mr. Ľubomír Maco
Person responsible to negotiate the contractual issues: Mrs. Anna Szer"*

and replaced with the following wording:

*"Person responsible to negotiate the technical issues: Mr. Branislav Balko
Person responsible to negotiate the contractual issues: Mrs. Monika Božíková"*

4. The Contract Agreement, article 2 shall be amended as follows:

The following wording shall be deleted:

- "(a) Amendment No. 4 including Annex 1, Annex 2, Annex 3, and Annex 4 to Amendment No. 4*
- (b) Amendment No. 3 including Annex 1, Annex 2, Annex 3, Annex 4 and Annex 5 to Amendment No. 3*
- (c) Amendment No. 2 including Annex 1, Annex 2 and Annex 3 to Amendment No. 2,*
- (d) Amendment No. 1,*
- (e) The Contract Agreement,*
- (f) The Letter of Acceptance, dated 20 December 2016,*
- (g) The Letter of Tender, dated 23 September 2016,*
- (h) The Particular Conditions of Contract,*
- (i) The General Conditions of Contract,*
- (j) The Employer's Requirements,*
- (k) The completed Price Schedules, Data Sheets and Schedules of Requirements,*
- (l) The Contractors Tender with Appendices."*

and replace with the following wording:

- "(a) Amendment No. 5*
- (b) Amendment No. 4 including Annex 1, Annex 2, Annex 3, and Annex 4 to Amendment No. 4*
- (c) Amendment No. 3 including Annex 1, Annex 2, Annex 3, Annex 4 and Annex 5 to Amendment No. 3*
- (d) Amendment No. 2 including Annex 1, Annex 2 and Annex 3 to Amendment No. 2,*
- (e) Amendment No. 1,*
- (f) The Contract Agreement,*
- (g) The Letter of Acceptance, dated 20 December 2016,*
- (h) The Letter of Tender, dated 23 September 2016,*
- (i) The Particular Conditions of Contract,*
- (j) The General Conditions of Contract,*
- (k) The Employer's Requirements,*
- (l) The completed Price Schedules, Data Sheets and Schedules of Requirements,*
- (m) The Contractors Tender with Appendices."*

5. The Appendix to Tender shall be amended as follows:

The following wording shall be deleted:

1.1.2.4 & 1.3	Engineer's name and address	GOPA - International Energy Consultants GmbH Justus-von-Liebig-Strasse 1 61352 Bad Homburg v. d. H. Germany <i>Branch office to address the correspondence:</i> Slovenská elektrizačná prenosová sústava, a.s. GOPA - International Energy Consultants GmbH Mlynské nivy 59/A 824 84 Bratislava Slovak republic
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and replaced with the following wording:

1.1.2.4 & 1.3	Engineer's name and address	Slovenská elektrizačná prenosová sústava, a.s. Mlynské nivy 59/A 824 84 Bratislava Slovak republic
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6. Since Slovenská elektrizačná prenosová sústava, a.s. is the obliged person pursuant to the Slovak Act No. 211/2000 Coll. on free access to information (hereafter as "Act on free access to information") and since this legal obligation is to be fulfilled regardless of the governing law of the agreement, the Parties to this Contract are informed, that this Amendment No. 5 and related tax documents will be published as foreseen in the Act on free access to information in § 5a and § 5b for agreements, orders and invoices.
7. All other terms and conditions unaffected by this Amendment No. 5 shall remain unchanged.
8. This Amendment No. 5 is made in four counterpart originals, two of them for each part of the Contract Agreement.

In Witness whereof the parties hereto have caused the Amendment No. 5. This Amendment No. 5 becomes valid and legally binding from the day of the last party has signed it. After the signature by both parties the Employer ensures the publication of the Amendment No. 5 pursuant to § 47a, section 1 of the Act No. 40/1964 Coll. (Civil Code). This Amendment No. 5 shall become effective from the day of 1st November 2021.

For and on behalf of the Employer:

For and on behalf of the Contractor:

SIGNED by:

Ing. Peter Dovhun
Chairman of the Board of Directors
Slovenská elektrizačná prenosová
sústava, a.s.

SIGNED by:

Ing. Jakub Kolesár
Member of the Board of Directors
SPIE Elektrovod, a.s.

SIGNED by:

Marián Širánec, MBA
Vice-chairman of the Board of Directors
Slovenská elektrizačná prenosová
sústava, a.s.

SIGNED by:

Ing. Karol Slaninka
Member of the Board of Directors
SPIE Elektrovod, a.s.

Date:

Date: